

D EPARTMENT OF THE ARMY HEADQUARTERS. MILITARY TRAFFIC MANAGEMENT COMMANO 581 1 COLUMBIA PIKE FALLS CHURCH, VA 22041-5050



VILENTION OF

MTOP-T

170 JU 1995

MEMORANDUM FOR SHIPPING **ACTIVITIES**

SUBJECT: Publication of Change 1 to the Personal Property Traffic Management Regulation (PPTMR)

- 1. Headquarters, Military Traffic Management Command recently mailed out change 1 to the PPTMR. Appendix "H' was not included in the original mailout.
- 2. Appendix "H" is provided for inclusion into the **PPTMR**. Remove the old pages and insert new pages.
- 3. Enclosure 2 is a copy of HQMTMCmesssgeDTG0113032 Feb 95, listing Traffic Management Advisory changes to the PPTMR. These changes, though not in change i, are still in effect and will be included in the Defense Transportation Regulation.
- 4. Our point of contact is Mr. Ben Jozwiak, MTOP-T-SR, DSN 761-3440 or (703) 681-3440.

Ends

FRANCIS A. GALLUZZO ADCSOPS

Transportation Services

DEPARTMENT OF DEFENSE

DEPARIMENT OF THE ARMY

MILITARY TRAFFIC MANAGEMENT COMMAND

BASIC OFDERING AGRESMENT NUMBER:

BASIC OFDERING AGREEMENT

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STORAGE OF PERSONAL PROPERTY AND RELATED SERVICES

ISSUING OFFICE:

REGI MILITARY TRAFFI	CNAL STORAGE C MANAGEMENT			(RSMO) AREA			
	(RSMD ACC	RESS)					
CONTRACTOR:		-					
(NAME)			(SCAC)				
(MAILING ADDRESS)							
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SECTION A - SIGNATURE PAGES BASIC CROSSON ACRESMENT SETWENT ACRES OF AMERICA AND

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UNITED	STATES	OF	AMERICA	AND			
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between THE	לאט לע נומט	ED	STATE	Agreement is entered into as of by and S OF AMERICA, hereinafter called the Government, acting officer executing this Basic Ordering
(i	L)	[]	sole owner
(i	ii)	[J	a partnership, or
(i	(ننن	(]	a corporation organized and existing under the laws of the State of

This agreement applies to services which the Government may require for the storage of personal property and related services. Should the Government order such services, the Government will require the contractor to furnish all necessary labor, material, drayage, vans, equipment, storage facilities, and performance of related services, as may be specified in the Service Order for Personal Property (DD Form 1164), (Attachment 2).

The clauses and provisions hereinafter set forth have been agreed upon by the parties hereto for use in negotiated firm fixed price service orders between the parties entered into on or after the date of this Agreement, and prior to its termination. It is further agreed that the clauses and provisions set forth are mandatory clauses and shall, by reference or attachment, be incorporated in each service order issued pursuant to this Agreement.

This Agreement, including clauses and provisions hereof, may be amended only by mutual agreement of the parties, and the Agreement may be terminated in its entirety by either party upon thirty (30) days written notice to the other party, except that this Agreement may be terminated by the Government at any time if the parties fail to agree upon any deletion, amendment or addition to this Agreement which is required by statute, Executive Order, Federal Acquisition Regulation, or supplements thereto. No deletion, modification, addition to, or termination of, this Agreement shall affect any contracts theretofore entered into between the parties in which this Agreement or a portion thereof has been incorporated by reference.

This Agreement may be referred to by the contractor in hids submitted in response to invitations for hids but cannot become a part of any contract placed through the process of formal advertising.

BASIC ORDERING AGREEMENT FOR STORAGE OF PERSONAL SIGNATURE PAGE	PROPERTY A	O RELATED SERVICES
IN WITHESS THEROF, THE PARTIES HERETO HAVE EXECUTED THIS BASIC ORDERS ABOVE WRITTEN:	NG AGREEMEN	T AS OF THE DAY AND DATE FIRST
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NOTE: In cases of corporation, witnesses not required but curtificate below must be completed.	N	(SIGNATURE)
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SCHEDULE OF SERVICES AND RATES FOR PERSONAL PROPERTY

Rates listed in this schedule shall be inclusive of all charges for labor, materials, vans and equipment and incidental facilities and services necessary for the performing of the storage and related services specified in this schedule. All services to be performed under this schedule should be in accordance with requirements for services for storage of household goods. All service orders are subject to a minimum weight of 500 pounds. Modification No.: Effective Date: B.Q.A. HQ.; Description Rate Title ITEN I Packing and protection as required by and incident to drayege, marking, tagging and inventorying for storage. (includes flat wardrobes)(Rate per cut.) PACKING a. Wardrobes: Upright wardrobes with minimum 18 inch bar. [Cost each] TTEH II Inventory of high value items. (Cost per inventoried carton) SPECIAL SER (ZONES) ITEH III Pickup at location, loading, weighing, drayage to (4)vershouse and unleading onto vershous DRAYACE [2] 3 (5)3 (3) 3 [5]} (Rate per cet.) Hendling in, labor and equipment requires to place in storage from war ITEN IV platform, wresping for storage which is in addition to that required for drayage HANDLING IN to contractor's wirehouse and preservation of items for and during the storage period. (Rate per cut.) Storage per Clause H-5, Hasic Ordering Agreement. (Rate per cet. per month) ITEN V STORAGE Handling out, labor and equipment required to remove from storage and place ento IVER VI vershouse platform. (Rate per cet.) Delivery, to include loading at contractor's warel HANDLING DUT TIEN VII platform and drayage to destination, unleading, including [5] DELIVERY the reasonably of itsus discussabled for storage, reconing overage, shortage or damage, as appropriate and placing in designated rooms in accordance with specifications (Rate per cwt.) Unpacking, including unpacking all crates, cartons. Removing from owner's residence all empty TEH VIII containers, packing agterials and other debris accumulated incident to UNPACKING umpecking. (Rate per cart.) SERVICE AREAS (Zone 1) Zoon Zone (Zone 4) (Zone 5) Zone CONTRACTOR CERTIFICATION STATES IN certify that I have operating authority for zones in which I have submitted rates.
Typed Name (Last, First, Middle Initial) Signstance

C-1 SCOPE

- a. The purpose of this Agreement is to establish the terms and conditions under which the contractor will provide necessary supervised labor, materials, and equipment for storage of personal property and related services under orders issued from time to time by the ordering officer. This Agreement does not obligate the Government to issue any orders for any services.
- b. The contractor shall furnish all necessary supervised labor, materials, drayage, vehicle equipment and warehouse space for the storage of personal property and the performance of related services as specified in the Service Order for Personal Property (DD Form 1164), issued by an authorized ordering officer at the using activities.
- c. The rights and chligations of the parties to the Agreement shall be subject to and governed by the provisions of the Agreement and the order(s) issued hereunder. To the extent of any inconsistency between the Agreement and any order, the provisions of the Agreement shall prevail.
- d. The Agreement shall be reviewed annually, as a minimum, and revised to conform with all requirements of statutes, Executive Orders, the Federal Acquisition Regulation (FAR) or the DOD FAR Supplement (DFARS). This revision shall be evidenced by an Agreement modifying the Agreement or by the issuance of a superseding Agreement.
- e. The following terms used throughout this Agreement have the meaning as set forth below:
- (1) "Ordering officer" means an individual of a using activity authorized to issue Service Orders for Personal Property (DD Form 1164), under this Agreement. The individual may be the contracting officer of a using activity or a duly appointed ordering officer so authorized.
- (2) "Using activity" means an installation, base or command of a military department or a Government agency which has been properly authorized by the contracting officer to issue service orders under this Agreement.
- (3) "Personal property" or "household goods" includes furniture, appliances, clothing, beggage, all other personal effects of a similar character, professional books, paper, and equipment, and other items authorized by entitlement.
- (4) "Lot" means personal property placed in storage at Government excesse and covered by one service order.
- (5) "Storage period" means the period of time the contractor has possession of the property pursuant to Government orders.

- 6/ "Owner" or "member" means the individual in whose name the property is stored under this Agreement.
- (7) "Program" means the Department of Defense Personal Property Movement and Storage Program.
- (8) "FAR" means the Federal Acquisition --- formerly the Defense Acquisition Regulation.
- (9) "DFARS" means the Department of Defense Federal Acquisition Regulation Supplement.
- (10) "Material change" means any change which, if authorized by one party, would vary its rights and duties to the party making the change or injuriously affect its legal relations with third parties.

C-2 GENERAL RECURRENCES

a. PREMOVE SURVEY.

- (1) I agree to perform a premove survey on non-temporary storage lots estimated at 3,000 pounds or more, at origin points within a 50-mile radius of the warehouse facility designated for storage. I understand this requirement will apply to only those lots on which I am provided a minimum of 5 working days advance notice of the pickup date requirement.
- (2) I agree that if a telephone number is provided five (5) days in advance of pickup, I will make a telephone contact premove survey for non-temporary storage lots of lesser weights than indicated above, or for lots with origin points exceeding 50 miles of the warehouse facility designated for storage.
- b. VEHICLE SPECIFICATIONS. Vehicles used in draying personal property under this Agreement shall be closed furniture vans. The interiors thereof shall be clean, dry, and free from vermin, acid, paint, grease, and all other substances injurious to the articles packed, and shall be provided with a sufficient quantity of clean pads, covers, and other protective equipment to ensure safe delivery of the personal property. The tailgate of vans shall not be used for hauling of personal property unless specifically authorized in advance by the ordering officer. When tailgate loading is authorized, the load shall not extend beyond the surface of the tailcare or above the top exterior surface of the vehicle and must be adequately protected against damage. Pallet-van packing may be used in list of closed vans provided protection is afforded against inclement weather and pilferage. Containers moving by flat-bed equipment in local pickup or delivery service will be covered with a waterproof tarpulin, or other material providing equal protection, when local weather conditions dictate. This weterproof tarpeulin will cover the cares on the top and sides down to the vehicle had and all surfaces of the overhang. In any event, such protective covering will be available in local pickup of delivery services. Equipment shall be in safe mechanical condition.

- shall be in new or sound condition, adequate for the use employed, and must be dry, clean, and free from vermin, acid, paint, grease, and all other substances injurious to the articles packed. If material is not new, all marks pertaining to any previous usage shall be completely obliterated prior to reuse. New material must be used for packing mattresses, box springs, linens, bedding and clothing. Egg crates, orange crates, and similar types of containers shall not be used.
- hereinafter shall be as follows: Wood-cleated fiberwood, wood-cleated plywood, nailed wood, wood-cleated venser, paper overlaid, wire bound corrugated fiber, or solid fiber boxes. Boxes may be made of lumber, plywood or solid fiber and shall be well manufactured and free from imperfections which shall affect their utility. Size and spacing of nails shall be in accordance with the best commercial practice. All unclinched nails shall be either cement coated or chemically etched.
- used for packing linens, books, bedding, mattresses, lampshades, draperies, or similar articles. All cartons shall be adequate for the use employed. After packing, cartons must be closed and either glued, stapled (provided specialized stapling machines are used), or sealed by taping lengthwise at the joint on top and bottom. The sidewalls and ends of corrugated or solid fiber cartons shall have a minimum average bursting strength of 200 pounds per square inch. Cartons should be stacked in an upright position so as to minimize crushing. With the exception of mattress cartons, the inside dimensions of the carton-length, width, and depth totaled-shall not exceed 75 inches with a maximum weight limitation of 65 pounds. When determined by the ordering officer as necessary to assure protection, safe movement, and storage of articles, boxes, as indicated in (1) above, may be used in lieu of cartons. Cartons lacking a manufacturer's certification are not authorized for use.
- (3) FIRER IRMS, DISH PACKS, AND CARTONS. Fiber drums, dish packs, or cartons with a capacity of not less than 5 cubic feet are to be used for packing glasswere, china-were, bric-a-brac, table lamp bases, and other fragile articles. When packing of fragile items has been completed and space is left in a dish pack, such space may be used for packing other light items. Corrugated containers may be used in lieu of drum-type containers. The sidewall and ends of the containers will be of a minimum bursting strength of 350 pounds per square inch. Not more than 120 pounds of material will be packed therein. The sum of the interior horizontal and vertical girths will not be less than 157 inches for fiber drums or other drum-type containers. The cube of corrugated containers will be determined by actual measurements. All fiber drums or dish pack will be securely headed and marked "THIS EXD UP."
- (4) FILLER AND PADDING. Good quality cellulose wedding, fiberboard, corrugated fiberboard, styrofosm, or kraft-type paper shall be used as a filler or for padding for general packing. Material shall be clean, dry, and free from vermin, or any substance injurious to the articles being packed.

- clean, kraft-type of not less than 30 pound weight except as otherwise provided herein. Unicellular polypropylene foam may be used providing it is new, clean and appropriate for the purposes intended. Each item of silverware, silver ornamentation, or brass/copper shall be completely wrapped in nontamish tissue paper.
- (6) PAPER WAXED OR TREATED. All waxed paper used shall be new or clean manila wax or equivalent of not less than 30 pound weight. Treated paper shall be of "butcher" paper type, free from creases and folds.
- (7) UNICELULAR POLYPROPYLENE FOAM. All unicellular polypropylene foem wrapping material will be new, clean and will conform to Federal Specification PPP-C-1797.
- d. PACKING AND PREPARATION FOR DRAYAGE AND/OR STORAGE. The contractor shall be required to perform all packing and crating services in accordance with the following:
- (1) All packing shall be performed in a manner requiring the least cubic measurement, producing packages that will withstand normal movement and storage without damage to containers or contents and at a minimum of weight. Further, the number and weight of containers shall not be greater than necessary to accomplish efficient movement or storage. All containers must be properly sealed or secured.
- (2) All finished surfaces whether wood, metal, or other material likely to be damaged shall be so protected as to prevent scratching and marring.
 - (3) The use of damp, wet, or unclean materials is prohibited.
- (4) Care shall be exercised to prevent loss or damage of personal property in process of packing, and the contractor shall properly and amply protect property by utilizing proper protective measures and by stowing effects in a manner not likely to cause damage.
- (5) For movement or storage, all fiber draws or dish packs shall be properly and clearly marked to indicate "TOP", "THIS END UP", or similar markings, and shall be so handled and placed.
- (6) In the absence of any general or specific requirements or contract provisions, the services shall be performed in accordance with the best commercial practices.
- e. PICKUP AND DRAYAGE. The contractor is required to pick up personal property at locations designated in the service order and dray them to the contractor's warehouse subject to requirements hereinafter specified. Pickup and drayage shall be completed on the date specified on the DD Form 1164 unless the ordering officer gives advance approval to a change in date(s). Pickup or delivery shall be completed at the member's residence or warehouse between 0800 and 1700 hours unless prior approval is received from the member or warehousemen. The contractor shall

complete wrapping/processing of items for storage, which is in addition to that required for drayage to the contractor's warehouse, and preservation of items for and during the storage period, no later than the close of business the third (3rd) work day following the date of pickup of the property. When the prearranged time of pickup cannot be met, it is the contractor's obligation to notify the member and ordering officer immediately. Clothing, mattresses, and fragile items, such as dishes, glassware, and lamps, shall be packed before being drayed. Items that do not require packing or crating may be moved in a loose condition and prepared for storage at the warehouse.

- f. DISPOSITION OF CONTAINERS AND PACKING MATERIALS. All containers, cartons, and filler material required for packing and protection incident to movement shall remain with each lot until unpacking is performed at destination residence, whether or not the contractor performs the unpacking services.
- g. CONTRACTOR PERSONNEL. The personnel will be qualified to perform the assigned duties in the handling of personal property. They will be clean, nest and courteous. If, at any time, they appear to be under the influence of drugs or alcohol, use abusive language, or otherwise improperly perform according to provisions herein, they will be replaced by qualified personnel when requested by the personal property shipping office.

C-3 SPECIAL RECURRENCYIS

- a. BOOKS. Books shall be placed in cartons or boxes. All books of similar size shall be packed vertically together in rows. Pads of solid or corrugated fiberboard shall be inserted between rows and packed tightly, wedged with pads or paper if necessary to fill out the carton or box and to prevent chafing. Books normally shall be packed not more than two rows high in a container.
- h. CHINWARE, GLASSWARE, CROCKERY, LAMPS, CLOCKS, JARDINIERES, STATURRY, VASES, AND ERIC-A-HRAC. Use of a clean packing material or other modern method (cell wrap, cell pack, or cells and dividers) of packing is required for the packing of glassware, china-ware, bric-a-brac, table lamp bases, and other similar fragile items. Wrapping and materials used shall be in accordance with the best commercial practices for the items being packed. Items shall be wrapped separately, except groups of flat items may be wrapped in bundles if properly divided and cushioned. The heaviest items shall be placed in the bottom of the containers. Fiber drums, dish packs, and other containers shall be packed as compactly as possible. Padding shall be pressed gently but firmly around each item and as many pieces shall be put in a container as safely possible. Any surface or edge of an article that is fragile must be protected with cushioning. Stemane shall be packed in containers bottom side up, and bundles of plates and dishes shall be placed in containers on edge.
- c. ELECTRICAL OR ELECTRONIC EQUIPMENT AUDIO/VIDEO EQUIPMENT, MICROWAVES, FAME, HEATERS, PORTABLE STOVES, SURLAMES, VIERATURS, AND SIMILAR MINOR APPLIANCES. When necessary to protect electrical equipment for safe transportation or storage, such equipment shall be completely wrapped in kraft-type paper or unicallular polypropylene foem and packed in a carton with

enough padding to provide insulation necessary to prevent contact between articles of one article with another and to eliminate movement of any one article in the container. When packing is not necessary, the items shall be properly wrapped or padded for protection.

- d. KITCHEWARE. Au kitchenware shall be packed and padded into containers. The heavier items shall be kept to the bottom of the container.
- e. LINENS, DRAFERIES, CLOTHING AND LIKE NIEWS. Linens, towels, bedding, draperies, and other items of this type shall be packed into cartons which shall be completely sealed at residence. Clothing shall not be stored in closet bags. Flat wardrobe cartons shall be furnished for clothing unless the ordering officer authorizes the use of upright wardrobes. When upright wardrobes are used, no articles other than clothing on hangers shall be packed therein. Hangers must be removed from clothing packed in flat wardrobes.
- f. MIRRORS, PICTURES, PAINTINGS, GLASS OR MARRIE TABLE TOPS, AND SIMILAR FRAGILE ITEMS. These articles shall be wrapped, properly cushioned, and packed in a crate or container (glass or mirror pack, dish pack) specifically designed for that purpose. When it is determined that crating of other than the above listed items is required, the contractor must obtain approval of the ordering officer before performing such services. Not more than four articles shall be packed in any one crate or container. Specifications for packing mirrors are applicable to glass tops, glass faced pictures, and paintings. Such items shall be stored on edge. Marble table tops shall be packed separately. Small pictures, mirrors, and other items of this type shall be packed carefully into cartons, and cushioned to prevent shifting or damage.
- g. LAMPSHADES, CROWMENTS, TOYS, ETC. All lampshades, Christmas crnaments, small toys, and other items easily crushed shall be wrapped and placed in cartons and shall be insulated from carton walls and from other items. Lampshades shall be wrapped individually with clean paper (not newspaper), or new unicellular polypropylene form, placed in cartons, and cushioned to prevent shifting or damages.
- h. SILVERWARE. Silverware shall be packed in cartons of proper size to fit articles being packed without loss of space. Each item shall be wrapped with nontarnish tissue paper (without sulphur) and appropriate pads shall be used to insulate and secure pieces in place. Cream pitchers, sugar bowls, and similar items shall be wrapped and cushioned in corrugated fiber cartons prior to being packed. Any items containing salt shall be emptied.
- i. MATRESSES. All mattresses, except those in hide-a-beds and/or sofa beds (see paragraph j below), regardless of size or construction, including box springs, must be placed in cartons of appropriate sizes and completely sealed at residence per paragraph C-2b(2). All cartons used, including those improvised on site, shall be new and have a minimum bursting strength of 200 pounds per square inch. Form rubber and cotton mattresses shall be stored horizontally and not under pressure from other items.

- and wood frame with cushions, shall be placed right side up on all legs on racks in special rooms or areas or in suitable containers so that nothing touches or presses against the upholstery. Mattresses shall not be removed from hide-a-beds and/or sofa beds which close in such a manner as to offer adequate protection: otherwise, they shall be removed and stored in accordance with paragraph i above, and the inventory annotated accordingly. Removable cushions shall be stored with the master pieces.
- k. RUCS. All rugs and rug pads shall be properly rolled (not folded) and protected at residence whenever necessary to provide safe transportation. All rugs, rug pads and carpets will be placed in individual dust-free cylinders, bags/covers of proper length or individually wrapped in 60 pound kraft-type wrapping paper and secured with tape or twine. All rugs and carpets will be stored in tubes in a horizontal position without folding or crushing any portion of the rug, carpet, or pad. If rack storage is used, rugs cannot be stacked more than two high and no items can be stacked on top of rugs.
- 1. PHONOGRAPH RECORDS, TRANSCRIPTION TAPES, VIDEO CASSETTES, COMPUTER DISKETTES AND COMPACT DISKS. These items shall be packed and stored in such a manner that the records, tapes, cassettes and disks are standing vertically and protected so as to prevent physical damage.
- m. FIREARMS. All firearms shall be protected from loss and damage during drayage and storage. They shall be identified on the inventory in accordance with paragraph C-5 and stored with the bulk of the lot unless a separate secured storage area has been previously approved by the contracting officer.

C-4 HANTLING AND OPERATING RECUIREMENTS

a. PREPARATION OF ARTICLES.

- (1) Articles having surfaces subject to damage by scratching, marring, or chafing shall be wrapped, at the time of loading, in furniture pads, covers, or other acceptable wrappers which are part of the contractor's regular equipment.
- (2) All rate, bolts, and screws removed from personal property in preparation for drayage or storage shall be placed in a suitable bag, properly labeled and securely attached to the article from which removed. Component parts of a master item, removed for any reason, shall be securely wrapped into package form, identified as to contents, numbered and cross-referenced on the inventory to the master item from which removed.
- (3) All articles shall be removed from chests of drawers, bureaus, clothes hampers, etc., and packed in appropriate containers prior to drayage. However, for lots identified as pending overseas movement, light nonbreakable items may be packed in drawers, bureaus, and similar items. Articles/items which are packed in drawers and chests must be light in nature, nonbreakable and of a character not normally susceptible

construction to accept the additional weight packed therein without undue stress being placed on the chest/dresser which may cause damage. When articles are determined to meet the above criteria and packing within a chest/dresser is acceptable, the packed articles must be wrapped/cushioned to prevent shifting and movement during transit. As a minimum unprinted newsprint or other acceptable cushioning materials will be placed over the articles remaining in the chest/dresser and all void areas will be filled. Additionally, when articles remain in chests and dressers, the Household Goods Descriptive Inventory and/or warehouse receipt will be annotated to clearly and accurately describe the contents. The inventory will be further identified as contractor packed.

- (4) Nothing shall be packed in washers, dryers, refrigerators, freezers, stoves, or other major appliances except such items as electrical cords, connecting hoses and similar items which are required as an integral part of the appliance in its normal operation.
- b. APPLIANCE SERVICING. Servicing, as used herein, consists of the following phases: (1) Preparing the appliance at origin residence. as opposed to normal wramping and packing already provided for, so that they will safely withstand drayage, handling-in, and storage and (2) reversing the preparation when property is drayed to destination residence as per Item VII of the Schedule of Services and Rates for Personal Property. (Sec. B). Servicing shall apply to major household appliances which have free-moving parts, mechanisms, attachments, or accessories, the movement of which, if not properly serviced, would either damage the appliance or render it inoperative. Such servicing shall be in accordance with recommendations of the equipment's manufacturer. Domples of such appliances are washing machines, dryers, ironers, refrigerators, sewing machines, stereo systems, and other similar major appliance items. Servicing includes securing all loose and moving parts of washing machines, ironers, sewing machines, and similar items; securing the chassis of radio and hi-fi/stermo sets; and fastening motors. When property is drayed to residence as per Item VIII of the Schedule of Services and Rates for Personal Property, servicing includes loosening chassis and similar functions necessary to place the appliance in an operating condition. Servicing does not include repairing the mechanical parts of the appliance at origin or when delivered to residence. Examples of disconnecting or reconnecting services not authorized are: removal or installation of television entermas; removal or installation of air conditioners; or plumbing, electrical or carpenter services, etc. When an' appliance has been serviced at origin, such appliance shall be tagged, labeled, or clearly marked to indicate what must be done to replace the item in working condition at destination. In the event that servicing is not required, as per manufacturer's recommendation, a tag or label shall be affixed to indicate "no servicing required." Any and all servicing shall be the responsibility of the contractor, whether such servicing is accomplished by the contractor or by a servicing activity engaged by the contractor. The contractor shall also take necessary measures to protect the interior parts of refrigerators, deep freezers, and similar items to prevent damage by mold or milder during the storage period.

- c. GMMED TAPE, LABELS, ADHESIVES. Gummed tape, labels, or other forms of adhesive applied to surfaces of personal property for identification or protection will damage property if left on the property for extended periods of time. In the placing of labels for identification purposes, care shall be taken to place the labels on the backs, inside or undermeath portions in order to avoid damage. Adhesives applied to protect property from damages that may occur in handling and movement to storage shall be removed prior to placing the property in the storage location of the warehouse.
- d. MARKING. Articles shall be properly identified at the time of pickup by affixing a numbered tag or tape to the article or packed carton/container. The member's name and the contents of cartons and containers shall be indicated with a marker using general terms such as linens, dishes, kitchen-ware, mirrors, etc. Each article, carton, or container shall be assigned a number which must correspond with the piece number indicated on the inventory. Each lot shall be separately identified by being assigned a lot number; each article, carton, or container shall have the lot number affixed thereon. The type of identification used and the method of affixing it to the article shall be such as not to damage any article so identified. All containers having breakable or fragile articles shall have the words "Glass." "Fragile." or "Handle with Care, as applicable, lettered on two opposite sides. Containers with articles to be kept upright shall have the word "UP" stenciled, hand- lettered or printed on four sides and within 6 inches of the too.
- e. PROFESSIONAL BOOKS, PAPERS, AND EQUIPMENT. Professional books, papers, and equipment shall be identified by the member and packed separately from personal property. These items must be clearly identified, listed separately from other personal property on inventories and packing lists, and the containers must be weighed separately from the rest of the storage lot and the total weight of these items properly armotated on the appropriate documents. When actual weight of professional books, papers, and equipment cannot be obtained, the ordering Officer may authorize the use of a constructive weight of 40 pounds per cubic foot and the contractor shall annotate the inventory to indicate constructive weight.
- f. EXPENSIVE AND VALUABLE TIEMS. When items are declared by the member to be expensive and valuable and the member determines the services as provided for herein are not adequate, special handling shall be provided at the request of the member and additional charges, if any, for such special handling shall be at the expense of the member. If the member requests insurance coverage, the contractor shall inform the member how such coverage may be obtained.
- g. MEMBER-FACIOD GOODS. The contractor shall inspect all member packed property to ascertain the contents, condition of the contents, and that only articles authorized to be stored under this Agreement are contained therein. Furthermore, when it is determined by the contractor that property requires repacking, such repacking shall be performed by the contractor. Once inspected or repacked, the cartons then become

contractor packed and will be so noted on the descriptive inventory. If the member refuses to permit inspection or repacking, the contractor shall request instructions from the ordering officer, prior to continuing the pickup of the item(s) in question. A record of the instructions received will be placed in the member's file.

- h. ORIGINAL MANUFACTURERS' CARTONS. Any original manufacturers' carton will be inspected for proper packaging and to ensure it meets minimum carton specifications. If necessary the contents will be repacked or the carton placed into an appropriate container that meet all required carton specifications, to include size and bursting strength.
- i. DETERMINATION OF WEIGHTS (Gross weight, tare weight, not weight, and constructive weight)
- (1) The gross, tare, and not weight of each shipment will be provided by the contractor, on a weight ticket obtained from a U.S. Government scale (if available), or state certified public truck scale or platform scale. All public scales must be maintained in accordance with the regulations of the state, commonwealth or district having jurisdiction over the scales. All personnel designated to operate the scales shall be licensed, or otherwise qualified as weighnesters, as required by the applicable regulatory body.
- (2) Each weight ticket shall reflect the service member's name, rank, service order number of the shipment, location/address of scales, and signature of the qualified weightester. No other alterations shall be made. The original of the weight ticket will be furnished to the ordering officer in accordance with paragraph C-7c, and a true copy will be retained by the contractor, attached to the warehouse receipt or service order.
- (3) The tare weight shall be obtained prior to the loading of any shipments, by weighing the vehicle with all pads, dollies, hand trucks, ramps, and any other equipment necessary to perform the contract. No persons shall be on (or in) the vehicle at the time of weighing. The fuel tanks on the vehicle shall be full at the time of each weighing or, in the alternative, no fuel may be added between the two weighings when tare weighing is the first weighing performed. The gross weight shall be obtained, on a separate ticket, by the same procedures, after the vehicle has been loaded. The same weight ticket may be used only if both weights are obtained at the same scale. The net weight of the lot shall be obtained by deducting the tare weight from the gross weight.
- (4) In the case of multiple shipments or partial loads on the same vehicle, the vehicle will be weighed under the same procedures for the initial tare weight. As each shipment is loaded, a gross weight ticket will be obtained. The gross weight for the previous shipment will subsequently become the tare weight for the next shipment.

- available at the point of origin, the gross weight shall be obtained at the nearest certified scale (U.S. Government or State), either in the direction of the movement of the shipment, or in the direction of the next pickup or delivery. If no certified scale (U.S. Government or State) is available at origin or any point enroute, or at destination, a constructive weight of 7 pounds per cubic foot, of properly loaded van space, may be used, if approved by the ordering officer.
- (6) A contractor may substitute a certified platform scale for obtaining the net weight of a shipment. In the event the lot is containerized, a separate weight ticket for each container is required. The contractor will annotate the following on the weight ticket: "Platform Scale Used".
- (7) Additionally, the ordering officer or their representative shall be permitted to accompany in their own conveyance, observe, and inspect, any weighing procedures, at no additional expense to the Government.
- (8) When a lot has been removed from storage and weighed two or more times prior to delivery to a residence and each subsequent weight obtained is found to be at least 200 pounds less than the weight originally obtained by the contractor, payment for services performed shall be based on the lowest weight. In the event the contractor has been paid on a higher weight, reimbursement shall be made by the contractor to the U.S. Government. When an inventory item is missing at destination, the NIS contractor will not be responsible for the weight variance if the item was tendered from NIS to the carrier. Should the reweigh exceed the storage weight by 200 pounds, necessary action will be initiated by the ordering officer for reimbursement of payments to the storage contractor based on the lowest weight. When a local delivery is requested, only one weight is necessary.
- j. PACKING AND LOADING AT ORIGIN. Packing and loading shall include removing from the member's premises all empty containers, packing materials, and other debris accumulated incident to packing and loading.
- k. DELIVERY AND UNICADING: The contractor shall deliver the property to the destination indicated on the DD Form 1164 which includes: unloading at member's residence; reasonably of items disassembled for storage; servicing of appliances; recording overage, shortage or damage, as appropriate; and one time placing of items in designated rooms in accordance with the property owner.
- 1. UNPACKING AT DESTINATION. The contractor shall perform unpacking services as indicated on the DD Form 1164, and services shall be completed at the member's residence between the hours of 0800 and 1700 unless prior approval is received from the member. On a one time basis, all house, cartons, and/or crates will be unpacked and the contents will be placed in a room designated by the property owner, e.g., kitchenware in the kitchen, unpacked and placed on kitchen counters, tables, or other flat surfaces. The unpacking will be performed at the time the property

is delivered to residence unless specifically waived in writing by the member at the time of delivery. The waiver will be held in the contractor's file for further reference. When unpacking services are ordered, they shall consist of the following:

- (1) Unpacking all containers and placement of the contents in such a manner as to be readily available for use by the member.
- (2) Jointly with the member record loss and damage found during delivery and unpacking and furnishing the member chine (3) signed copies of the DD Form 1840.
- (3) Removing from the member's premises all empty containers, packing materials, and other debris accumulated incident to unpacking unless otherwise specifically requested in writing by the member.
- (4) Servicing of household appliances in accordance with paragraph C-4b.
- m. SPECIAL SERVICING. Articles of an unusual nature may require special servicing for safe transportation and storage. The approval for servicing these articles will be negotiated between the ordering officer and the contractor prior to performance. Prices are expected at fair and reasonable levels, with the Government as a preferred customer. Rate comparison techniques should be used to assure the reasonableness of the lowest rate available. The agreed rate is a one-time purchase of the services needed and has no effect on subsequent required services. When it is determined by the ordering officer that these articles require special handling which the contractor is unable to perform, the ordering officer may authorize the contractor to utilize a professional third party and/or an hourly rate may be used as a basis for performance of such services. Authorization and payment for the required services will be shown on ID Form 1164 as required by Clause K-16, "Extras." The agreed upon services and cost of these services will be noted on IID Form 1164. The contractor's invoice will include the third party's paid billing as the substantiation of costs.

C-5 INVENTORY

a. In conjunction with the member or the member's authorized agent, the contractor, at the time of pickup, shall prepare an accurate, legible inventory (an original and three (3) copies), listing of all items received. including contents of cartons in general terms such as dishes, linens, etc., bearing the signature of the member or the member's representative and the contractor or the contractor's representative, both certifying to the correctness of the inventory. The listing of articles shall be specific to include make, model, color, and serial number when these are visible on the outside of the item. If serial number is not available, annotate inventory with "NA". Such words as "household goods/personal property" or other general descriptive terms shall not be used. Special care shall be exercised to ensure that the inventory reflects the true condition of the personal property as received. General terms such as marred, scratched. soiled, worn, torn, gouged, and the like shall not be used unless they are supplemented with an actual description of the degree and location of the exception. Ditto marks and other types of lines, arrows, etc. shall not be used.

- b. The listing of upholstered furniture and rugs shall be specific as to color, description (striped, floral, etc.), number of cushions or approximate rug size. All washers, dryers, major electrical appliances and audio-visual equipment will include make, model, and serial number. All firearms shall be inventoried as separate articles on the inventory showing the make, model, serial number, and caliber or gauge. Motorcycles shall be inventoried as one article, listing its serial number, make, model, year, and mileage when easily available and open to view on the exterior of the item. DD Form 788-2, Private Vehicle Shipping Document for Motorcycle, (Attachment 9) or similar form may be used to annotate descriptive information and condition of motorcycle.
- c. The inventory and service order for storage lots designated for overseas delivery shall be clearly marked "for overseas later". Upon ordering out of storage, a descriptive listing of inventory item numbers five, ten, and fifteen of the lot, will be listed on the DD Form 1164 and coordinated between the contractor and the shipping activity to confirm the proper items/lot is being released for shipment overseas.
- d. The Household Goods Descriptive Inventory (Attachment 4), a format or a facsimile thereof containing the same information, shall be used by the contractor to meet the inventory requirements contained in this paragraph a through f.
- e. Exception and location symbols used to describe the condition of the items listed on the inventory must be as shown in Attachment 4.
- f. The inventory shall show (1) contractor's name and mailing address; (2) destination completed to identify and locate the warehouse(s) in which the lot is stored; (3) member's name, grade or rank, and social security number; (4) pickup address; (5) service order number; (6) Agreement and effective modification number; (7) contractor's lot number; (8) page number and number of pages; and (9) total number of items covered by the inventory.
- g. A legible copy of the completed inventory shall be furnished to the member or the member's agent at the time of pickup. The original and one copy shall be furnished to the using activity and a legible copy retained by the storage contractor. When a combination inventory-wavehouse receipt is used, the original and one copy will be furnished to the ordering officer and the contractor shall retain a legible copy. In the event that, upon checking the lot into the wavehouse, items are discovered which were omitted from the inventory at residence, they shall be added to the original and annotated as additional Items not shown on the copy furnished at time of pickup.
- h. For those items separated and identified as expensive and valuable items by the member or the member's agent, and authorized by the ordering officer, a detailed inventory will be prepared by the contractor and certified by the member or the member's agent. This special high value inventory will become an addendum to the total inventory bearing the signature of the contractor or the contractor's representative. The listing of expensive and valuable items in cartons will be in specific terms such as: "8 silver forks, 8 silver spoons, 1 silver ladle."

i. When the storage contractor nameles a lot out to a carrier, the contractor will furnish the carrier's driver with two legible dimilicate copies of the nontemporary storage inventory and will, in conjunction with the carrier's driver, check each item out of the storage lot in accordance with such inventory. If, at the time each item is checked out, there is a difference in the condition of the items from that listed on the nontemporary storage inventory, the carrier's driver will prepare an exception sheet noting thereon any shortage/overage, or differing conditions, cross referenced to the original contractor's inventory. If no new damage or loss is discovered, an exception sheet will be prepared. stating "no differences noted", signed and dated by the warehouseman and driver. When the carrier's driver elects to make a new inventory, any differences as to shortage/overage or conditions, not listed on the original inventory, will be shown on an exception sheet as described above. In the event the opinions of the carrier's driver and the storage contractor's representative differ as to shortage/overage or condition. both opinions will be listed on the exception sheet and separately identified as to source. Both the carrier's and the storage contractor's representative will sign and date the exception sheet, each retaining a legible copy for their files. Such exception sheet will remain an internal industry document. In the event a claim is filed with the military activity, the carrier and/or storage contractor will furnish legible copies of the exception sheet to the concerned claims officer. The contractor shall also furnish a legible copy of the exception sheet to the contracting officer when requested.

C-6 STORAGE RECUIREMENTS

- a. Preparation of Articles for Storage.
- (1) Items having painted, enameled, porcelain, polished, or finished surfaces of other kinds shall be so protected as to prevent scratching, marring, or other damages to the surfaces from other items in the lot or from dust, moisture, etc. Articles having such surfaces shall be padded and wrapped or covered with appropriate massials.
- (2) Articles such as garden tools, onl springs, television antennas/satellite dishes, etc., not subject to deterioration by dust need not be wrapped, but corrugated paper or other suitable material shall be used to separate these articles from finished articles in the same lot.
- drained of all gasoline at maintage. The contractor shall tag or label to verify that no gasoline is present. All betteries shall be removed by the member, except for those lots identified as remaining in storage for less than one year, then the battery may remain. However, whenever the battery remains in the piece of equipment the cables must be disconnected from the battery terminals and the cable ends must be taped.
- (4) The member has the obligation to remove all the gasoline and the battery from a motorcycle prior to pickup for storage. Also, to lubricate the gas tank interior, carburetor, control cables, and drain the radiator system. Oil does not require removal. Keys will remain with the contractor, in the member's file, to facilitate handling and movement.

Upon release from storage, the key will be placed in a suitable pag and affixed to the handle bars of the motorcycle. For lots identified as pending overseas movement the battery may remain in the motorcycle. However, the member must disconnect and tape the ends of the battery cables.

(5) The member has the obligation to properly prepare their computer for storage to include using the utility disk to lock down any hard drives and inserting the protective blank in any floppy drive (s).

b. PRESERVATION OF MEMS FOR STORAGE

- (1) Insecticides or repellents shall be used to provide constant protection for all materials made wholly or partially of wool and other materials subject to insect damage.
- (2) Rugs, rug pads and carpets, in addition to an application of insecticides or repellents when appropriate, shall be placed in individual dust-free cylinders or begs/covers of proper length or individually wrapped in 60 pound kraft-type wrapping paper and secured with tape or twine. However, when rugs, rug pads, or carpets are stored in cold storage rooms, or in fundated rug rooms that are sealed against entrance of dust and escape of fundames, wrapping is not required. Rolled rugs, pads and carpets shall be stored in rug tubes which shall be so constructed that items shall not be bent. Rugs, pads or carpets shall not be folded for drayage or storage. Rust-free wire tags or other suitable identification labels not injurious to the fabric indicating the lot number, item number and owner's name shall be affixed to the rug and the outside container or wrapping. The wavehouse location of rugs, rug pads and carpets shall be recorded as prescribed by provision C-6d.
- (3) Upholstered furniture, in addition to the application of insecticides or repellents when appropriate, shall be placed in individual containers or covered by prefabricated covers of paper or plastic, or individually wrapped in 60 pound kraft-type paper and secured with tape, twins or equivalent, or shrink wrap materials. When clear plastic coverings are used, care shall be taken to prevent fading or bleaching of materials. When such articles are stored in funigated rooms or in individual containers that are sealed against entrance of dust and escape of funigants, wrapping is not required. Items will be identified as required in paragraph C-6d(3).
- (4) Items, other than those listed above, susceptible to insect damage shall be stored in suitable, sealed containers, protected with insecticides or repellents.
- or pallet storage is employed by the contractor. Such instruments shall be shrouded in 60 pound kraft-type paper, or in cloth; insecticides or repellents shall be placed near the felts. Care shall be taken to store such immunents in areas of the wavehouse where changes in hamidity and temperature are at a minimum. When fundanted plano storage rooms that are sealed against the entrance of dust and escape of fundants are used, the above specifications shall not apply. Identification will be in compliance with paragraph C-6d(3).

- 5) The contractor shall be responsible for ensuring that all chemicals used for repelling insects or vermin do not have a harmful effect on any of the stored materials.
- (7) The contractor shall take all necessary measures for pest control and prevention of mold or mildew and shall maintain periodic inspections as frequently as necessary to prevent damage to personal property in storage. The contractor shall maintain, as a minimum, a monthly written record of pest control (insect and rodent) inspections and treatments.
- (8) The contractor shall be responsible for ensuring that firearms are protected from loss, properly marked and stored in the center of the vault or bulk of the lot unless a separate secured storage area has been previously approved by the contracting officer.
- (9) Motorcycles shall be placed upright, fully covered, and wrapped in a protective material with nothing touching or pressing on it and may be stored in a separate area of the warehouse. Identification will be in compliance with paragraph C-6d(3).
- (lo) Lawn mowers and other power driven equipment shall-be stored in an upright position at the base of the shipment. If stored in a separate area of the warehouse, \sim icatzon-be=axrpb.ante with paragraph c-6d(3).
- boats not on trailers can be stored in racks or a separate area in such a manner so as to prevent damage. All items not permanently affixed to the boats shall be removed and packed to include inventorying and tagging as appropriate. Member is obligated to and contractor shall ensure that gas tanks are empty and the batteries removed (except that batteries in boats stored for 1 year or less may remain, provided the cables have been disconnected and ends taped). The member shall remove the drain plug and if not permanently attached to the boat, placed in a cloth bag, or equivalent and tied to the boat. Identification will be in compliance with provision C-6d(3).

C. STORAGE AREA

- (1) Areas assigned for preparation and storage of personal property shall be such as to prevent piliterage or damage by sunlight, heat, water or fire. Personal property shall be stored in areas that are dry, clean, free from dust, vermin and rodents, have adequate fire protection, and be accessible for routine inspection.
- (2) Minimum clearance above stacks, width of aisles, accessibility of fire aisles, distribution of fire extinguishers, etc., shall be in accordance with existing local ordinances, the National Fire Protection Association codes, recommendations and standards and other nationally recognized codes and standards, whichever is more rigorous.

- exposed to hazardous materials or operations inside or outside the warehouse. Flammables/combustibles will be kept in closed metal containers when stored in the warehouse. All combustible material outside the facility must be stored a minimum of 20 feet from the building, i.e., vaults, containers, trailers and vehicles. Severe hazards, as determined by the contracting officer, may require further movement and/or a safety certification by the servicing fire department. Local conditions that prevent 20 feet clearance will also require a fire safety certification from appropriate local authorities.
- (4) "No Smoking" signs shall be conspicuously posted in all storage areas and smoking restrictions shall be rigidly enforced. Smoking is prohibited during all phases of the storage program. This includes in the warehouse, around warehouse door areas, during the loading or unloading of vans and at any time that smoking would endanger the personal property.
- (5) Waste or refuse shall be removed from the storage areas at the close of business each day or kept in metal containers with tight-fitting metal lids.
- (6) Docks, aisles, driveways, and entrances shall be kept free of storage and equipment not being currently handled or operated.
- (7) Personal property shall be stored on skids, durmage, pallet bases, elevated platforms, or similar storage aids maintaining a minimum of at least 2 inches clearance from the floor to the bottom portion of the stored property. This elevation requirement shall apply after the three (3) day handling-in period. Items waiting for the completion of handling-in services will be protected at all times. Mezzamines, decks or other permanent structures with solid flooring will also require two inch elevation of stored property. Containers or property will not be stored in contact with exterior wells. Height of personal property properly stacked loose shall not exceed 10 feet. Trash cans, extension ladders, lawn mowers, TV antennas/dishes, swing sets and other like outdoor items are excluded from these requirements. Segregated items shall not be stored on top of movable storage containers or storage boxes.
- (8) Heating, electrical, plumbing and other systems shall be in good working order, maintained in sound condition and meet all requirements of local ordinances or nationally recognized codes. Extension cords shall not be used in the warehouse, except a heavy duty cord may be used to operate hand hald power equipment/machines while in use.
- (9) The operation and/or garaging of all power equipment within the warehouse, with the exception of forklifts, pallet jacks, sweepers, or other items specifically authorized by the contracting officer or the cognizent fire department, is prohibited. Warehouses must be operated in accordance with nationally recognized codes and standards (American Insurance Association, National Fire Protection Association, American Standards Association, etc.). In addition, local codes and standards will

- be adhered to. Cas pumps and other fuel storage shall meet all provisions of the local ordinances and nationally recognized codes and standards, whichever are more rigorous. Electrical storage batteries shall not be recharged in the warehouse unless proper procedure, in accordance with all local and national fire codes and standards, has been taken to prevent explosion from the gas generated.
- (10) Automatic sprinkler systems require inspection by a licensed or qualified sprinkler maintenance contractor on a quarterly basis, within a 90-day period in accordance with National Fire Protection Association, etc. A licensed contractor shall be required where such contractors are licensed by state or local authorities. Fire detection and reporting systems require inspection of the electronic monitor by a licensed or qualified contractor on a monthly basis, within a 30-day period.
- (11) Fire extinguishers shall be inspected and serviced at a minimum annually, and properly mounted in accordance with applicable fire codes. All gas or electric warehouse handling equipment must be equipped with the proper type fire extinguisher.
- d. LOCATOR SYSTEM AND LOT IDENTIFICATION. The Contractor shall maintain an up-to-date locator system which will permit the prompt identification and location of each lot and individual items required to be stored separately.
- (1) An example of an acceptable locator system appears at Attachment 5. An acceptable system requires the following minimum control data for the pallet/box locator sheet: Owner's Name, Rank/Grade, Lot Number, Date in and Type of Storage, Pallet/Box Number and Location. All pallets/boxes must have an assigned, distinctive number.
- (2) The bottom portion of Attachment 5 reflects a numbering system for control of items by inventory number within each pallet/box. Use of this portion of the locator form is optional, but highly recommended.
- (3) Segregated items, such as rugs, rug pads, upholstered pieces, pianos, organs, oversized items, lasm mowers, garden tractors, tillers, bicycles, TV antennas, satellite dishes, ladders, tires, motorcycles, boats, will have an identity tag reflecting the owner's name, lot number, and item number. This tag will be fastened to the item by rustproof wire, string, or plastic.
- (4) The master locator sheet, reflecting all information on the pallet/box locator sheet and in addition, Service Order Number, each Pallet/Box Number and its location and a list of segregated items and location, will be kept in the office jacket file. A duplicate copy of the master locator sheet will be kept in either the wavehousemen's files, if physically maintained in the wavehouse, or affixed to a pallet/stack if wavehouse files are not maintained.

- e. WAREHUSE SECURITY. The contractor shall have established protective procedures for the facilities to ensure that adequate safeguards have been taken to preclude unauthorized access. Particular attention shall be given to doors, exterior door hinges, windows, skylights, roof vents, cupolas, metal side panels, etc., to ensure that they do not permit simple entry on the part of unauthorized persons. Specific procedures are to include:
- (1) Contractor's employees within their area of responsibility must be counseled on the importance of security and shall be made aware of specific security procedures established by the contractor for each storage facility.
- (2) Movement of outsiders within a warehouse shall be closely controlled and monitored by the contractor and/or his employees.
- (3) Two keyed locking mechanisms are required on all warehouse access doors, with keys issued to authorized employees only. An electronic detection system, approved by the contracting officer, may be substituted for one of the required locking mechanisms.
- (4) Access walk-in doors, warehouse doors and warehouse/office windows which would permit warehouse entry by breaking glass panes, requires installation of heavy metal mesh or bars, or installation of an approved electronic detection system.
- (5) The doors on all closed vans will be secured with heavy duty (case hardened) pedlocks or surface key locks.

c-7 CONTRACTOR'S DUPLES - LOCKTION OF STORICS PACILITYEES

- a. The contractor shall complete picture and drayage services ordered hereunder on the date specified on the DD Form 1164 for such services and shall proceed in compliance with provisions of paragraph C-2e. The contractor shall begin performance of handling-in services upon arrival of the property at the warehouse, to include placing the property within the facility, and shall complete placing the property within the facility no later than three (3) working days following the date of pickup. Items waiting for the completing of handling-in services will be protected at all times. When the contractor chooses to allow the personal property to remain on the truck until the next working day he will be held liable for any loss or damage occurring during this time without regard to cause. The contractor shall have three (3) working days from the date of pickup to complete the remaining handling-in services. The contractor shall begin performance of handling-out services as ordered; however, the contractor shall be given advance notice of at least five (5) working days.
- b. The contractor shall treat each lot placed in storage as a result of issuance of a ID Form 1164 as a separate entity for the purpose of separation, identification, and delivery and shall otherwise comply with all applicable laws and regulations with respect to separate identification.

- c. The contractor stall furnish to the ordering officer within seven (" working days after receipt of each lot of personal property the . applicable weight certificates, with the original and one cupy of a nonnegotiable warehouse receipt for each lot stored. The warehouse receipt shall, in addition to the information required by applicable law, contain the following: (1) member's name, grade or rank, and social security number (SSN); (2) member's mailing address as provided in the service order; (3) the number of both this agreement, as modified, and the service order: (4) inventory description of personal property in accordance with paragraph C-5 (see Attachment 4); (5) net weight determined in accordance with paragraph C-4(i); (6) location of warehouse, as shown on the inventory form; (7) contractor's number for the lot: (8) notation of any overage,, shortage, or damage; (9) liability in accordance with this Agreement; and (10) first and last inventory item numbers and total number of inventory items. The use of a legible combination inventory-warehouse receipt form is acceptable if the form contains all the information required by applicable laws and this Agreement. When storage or other services are at Government expense, the provisions of the service order and this Agreement shall govern in the event of any inconsistency between the service order and Agreement on the one hand and the warehouse receipt on the other. For this purpose, the term "inconsistency" is extended to include any provision of a warehouse receipt which is in addition to, or in excess of, the provisions of a service order or this Agreement.
- d. In the event that, after coming into the custody of the contractor, personal property is stolen, lost and/or damaged during attempted theft, lost and/or damaged as a result of fire (including water damage incident to a fire), flood, earthquake, tornado, or any other similar type of occurrence, or if the property is subject to the probability of loss and/or damage so that without preventative measures being taken, loss and/or damage is likely to result, the contractor shall immediately notify the contractor officer by the quickest means of communication, and the contractor shall take immediate action to protect the property from further loss and/or damage. The contracting officer shall immediately conduct an investigation into the circumstances surrounding the incident to determine the responsibility for the incident and/or release of such responsibility on the part of the contractor. The contracting officer reserves the right to award/not award any business charing the period of the investigation.
- (1) The contractor shall immediately, at its own expense, proceed to unpack all affected containers, howes, cartons, etc. The contractor shall take such steps as are necessary to properly dry items which are wet or damp. The contractor shall submit within ten (10) working days, or such longer period as the contracting officer may authorize, in writing, a report, at no cost to the government, of the loss and/or damage to each item or article listed on the inventory or warehouse receipt, in duplicate, to the ordering officer(s), with a copy to the contracting officer. In addition, the contractor shall, as directed by the ordering officer, accomplish dry cleaning, laundering, ciling finished surfaces with an appropriate furniture oil, and other similar preventative measures, and repack and restack the items for continued storage.

Reimbursement, if authorized by the contracting officer, to the contractor for work done in conjunction with avoiding or mitigating damages due to disasters covered by this provision shall not exceed actual costs and shall include no direct or indirect element of profit to the contractor. The contractor shall maintain a complete record of all labor and material (by lot) used in carrying out these duties and responsibilities. In no event will the Government be financially responsible for any costs included in contractor's insurance coverage for which his insurance carrier assumes the responsibility for payment.

- (2) Costs incurred by the contractor incident to the performance of the services directed by the ordering officer shall be borne initially by the Government subject to a final decision by the contracting officer of the contractor's liability. The contractor shall not dispose of any damaged items or articles except with the written approval of the ordering officer.
- (3) No action taken by the contracting officer under this provision shall in any way constitute a waiver of the liability imposed by Section H-6 (Liability for Care of Property), hereof upon the contractor who shall continue to be liable in accordance with the provisions thereof as if no action had been taken under this provision, nor shall it be deemed to constitute a waiver of any other liability imposed by law or by any of the other provisions of this Agreement.
- (4) In any other cases of shortage or damage to personal property while in its possession, custody, or control, the contractor shall, without additional cost to the Government, furnish to the ordering officer a complete report of the incident, in duplicate, with a copy to the semimenting officer, within five (5) working days, following the detection and/or occurrence.
- e. The contractor agrees that while personal property remains in a warehouse under the provisions of this Agreement, the contractor will maintain such warehouse in accordance with the Department of Defense fire protection standards and recognized national and local fire ordinances or codes, to include National Fire Protection Association recommendations and standards (DOD 4500.34R, Appendix G).
- f. Whenever a change in business organization or corporate structure (e.g., stock sale/transfer, name change, officer change, or sale) is anticipated or planned, the contractor shall notify the contracting officer immediately, but in no event later than 30 days prior to effecting the change. The contractor agrees to notify the contracting officer, in writing, immediately when changes (e.g., bankruptcies, foreclosures, werehouse seizures, levies, search warrants, etc.) occur which may affect performance under the Agreement or responsibility in accordance with the FAR.
- g. The contractor shall not release personal property from storage during the storage period except upon the written authorization of the ordering officer.
- h. The contractor shall procure warehousemen's legal liability insurance and furnish to the contracting officer a certificate of insurance from the insurance company (see Attachment 3) to cover personal property stored in the contractor's warehouse(s). The contractor shall:

- 1. Maintain coverage in force for property accepted by the contractor under contract for any Government agency;
- (2) Maintain coverage in minimum limits of \$1.50 per pound at each location:
- (3) Provide a 30-day advance written notice to the contracting officer in event of cancellation or any material change and/or reduction in the coverage. Upon cancellation of the present insurance policy, the contractor must provide evidence of continuing insurance to the contracting officer at least 10 days prior to cancellation date of present policy;
- (4) Maintain deductibles in any policy which are applicable on an occurrence basis and which do not exceed \$100.
- (5) Maintain Warehousemens' Legal Liability Insurance with an underwriter who maintains a policyholder's rating of "A" or better in the current issue of Best's Insurance Guide. A Reinsurance Assumption Endorsement may be executed by an underwriter to meet the required criteria.
- i. The contractor shall store personal property only in facilities listed below:

LOCATION FIRE WEIGHT WAREHOUSE
(Street address, CLASS LIMIT NO/CODE
City, State & Zip Code)

NOTE: At no time shall the total weight stored exceed the weight in pounds authorized for each location. In order to ensure that limits indicated for each location are not exceeded, a record will be maintained for each location reflecting the number of lots and total weight of lots stored by the Government under this and other Agreements.

- j. In cases where an insurance carrier of the member, or contractor, assumes responsibility for the cost or makes payment to the contractor for any or all of the preventative measures, the expenses of which are to be borne by the Government, the contractor shall, as soon as practicable, notify the contracting officer thereof. Where payment has already been made by the Government, the contractor shall, in accordance with the direction of the contracting officer, reinturse the Government to the extent that payments have been made by the insurance carrier.
- k. The contractor shall, without additional expense to the Government, be responsible for obtaining any necessary operating authority, licenses and permits prior to award of a resultant contract and for complying with all laws, ordinances, statutes and regulations in connection with the furnishing of the services herein.

SECTION D - RESERVED

SECTION E - INSPECTION OF TRANSPORTATION (FAR 52.246-14)

The Government has the right to inspect and test the contractor's services, facilities I and equipment at all reasonable times. The contractor shall furnish Government representatives with the free access and reasonable facilities and assistance required to accomplish their inspections and tests.

SECTION F - PERFORMANCE PERIOD

The estimated period of storage shall be set forth on service orders issued in accordance with Section H-3, "Service Orders".

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 PAYMENT ADDRESS

Indicate belo	ow the add	ress where	payment	should be	mailed.
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G-2 INVOICES

Invoices shall be submitted in original and 4 copies to the ordering officer unless otherwise directed by the ordering officer. Mechanized invoices may be used provided they satisfy the requirements of the FAR and supplements thereto and accounting practices of the individual military services.

Government furnished invoices must be used when provided. Invoices shall be submitted (a) monthly with respect, to pre-storage, handling-in, handling-out and post-storage services and (b) quarterly with respect to storage. Either consolidated or single lot quarterly invoices for storage shall be submitted and shall contain the following information for each lot number.

- (1) Basic Ordering Agreement Number and applicable rate modification number.
- (2) Service order number.
- (3) Period of storage for which payment is claimed.
- (4) Item designation of services for which payment is claimed from the Schedule of Services and Rates for Personal Property, (Section B).
- (5) Contractor's lot number.
- (6) Weight as determined in Section C-41.
- (7) Member's name(s), grade(s) or rank(s), and social security number(s).
- (8) The fund citation(s) appearing on initial or supplemental service order(s).

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 RATE STEMISSIONS

- a. Rates will be submitted by the contractor on company stationary/letterhead or on the Schedule of Services and Rates for Personal Property (Section B). Rate decreases may be submitted on or before the fifteenth of any month to become effective on the first day of the second subsequent month. Rate increases may only be filed to become effective 1 May or 1 November. Rates submitted will remain in effect until revised as provided herein. Revised rates will be incorporated into the Agreement by modification. Rate submissions must be postmarked no later than the fifteenth of the entry month, regardless of weekends and holidays. Each rate item is considered individually. Increases for any single item can be accepted only during the period for increases. All rates become effective on the first calendar day of a given month.
- b. Contractors must submit offers for all zones and on all items enumerated in the Schedule of Services and Rates for Personal Property (Section B). If there is to be no charge for an item, an entry such as "No Charge", or the letters "NC", must be made in the unit price column of the schedule. If the contractor does not have operating authority for a zone listed on the schedule, an entry of "No Operating Authority" or "NOA" must be entered in the unit price column of the rate schedule. When rate schedules are filed at more than one installation, the rates for Item I Packing, Item II Wardrobes/Hi-Value Items, Item IV Handling-In, Item V Storage, Item VI Handling-Out and Item VIII Unpacking, must be the same for each installation. For example, the price of Item I must be identical to the price for Item I in a second rate schedule submitted for another installation.
- c. Contractor must submit a properly completed Certificate of Independent Price Determination (Attachment 1) with all rate filings.
- d. The rate schedule is intended to be all inclusive. Payment for unusual service requirements may be approved by the ordering officer, in writing, in advance, depending on the specifics of the individual move.
- e. The signing of this Agreement is a certification that the prices shown herein are no higher than the rates charged the most favored customer being furnished the services contemplated herein.

H-2 USING ACTIVITIES - ORDERING OFFICERS

- a. The contracting officer executing this Agreement shall notify the contractor, in writing, of the names and locations of using activities authorized to issue service orders for personal property under this Agreement. The contracting officer of each using activity shall notify the contractor and the contracting officer, in writing, of the names of all ordering officers authorized to issue service orders for the using activity under this Agreement.
- b. When the ordering officer determines that the member is no longer entitled to storage of personal property at Government expense, the ordering officer shall give the contractor, in writing, a 30 day notification of such determination. Copy of this notification is provided to the member. The ordering officer shall also provide the contractor with the owner's permanent

mailing address. At the expiration of the entitlement period, the ordering officer shall deliver to the member the ORIGINAL copy of the warehouse receipt and/or combination inventory-warehouse receipt for the personal property and the contractor shall thereafter recognize the member as the depositor of the personal property and look to the member for payment of such future charges not payable by the Government.

- c. The Government shall be liable only for payment of charges resulting from the performance of services, furnishing of materials or facilities, as ordered by the ordering officers.
- d. Except to the extent of service order(s) issued hereunder, the Agreement shall not constitute a contractual obligation of the Government or obligate Government funds in any way.

H-3 SERVICE CEDERS

- a. When a using activity requires the service of a contractor, the using activity ordering officer will notify the contractor that the contractor's offer has been accepted, of the estimated weight of the personal property involved, and any other information as may be pertinent. This acceptance may be oral or in writing but oral acceptance will be followed by written confirmation (DD Form 1164).
- b. When a contractor has the facilities available and capability to perform the requested services, the contractor shall advise the ordering officer of the acceptance of the order to perform and provide a lot number. Rates in effect on the date of offer are the rates applicable and thereafter used. If the contractor cannot continue its offer during a given period of time or at a specific storage facility, the contractor will so notify the ordering officer orally. Written confirmation must be sent to the ordering officer and the contracting officer. Selective refusal, i.e., a contractor's failure to honor its offer on a selective basis indicating continuous avoidance of service orders by size or service area is a violation of this clause and may be grounds for termination as well as a determination the contractor is not responsible.
- c. To confirm the acceptance, the ordering officer shall issue a ID Form 1164, Service Order for Personal Property, incorporating the terms of the acceptance, within the time set forth in the contractor's offer of services. Upon receipt of the service order, the contractor shall be obligated to furnish the specified services in accordance with the provisions of said service order and this Agreement. An enforceable contract is entered into when the contractor receives the Government service order for the specified services in accordance with the terms and conditions of this Agreement. Upon receipt of the initial service order (with respect to any lot of personal property), the contractor shall be obligated to furnish such additional services listed in the Schedule of Services and Rates for Personal Property (Section B), or authorized under the Extras Clause, as may be ordered by supplemental service orders in effect at the time of the initial order. Service orders shall not exceed \$10,000. In the event a service exceeds this amount, an additional order will be issued under the most current Agreement.

- d. Initial service orders shall be for a period ending on the day preceding the first day of the succeeding Government fiscal year (or in the case of temporary storage, for a period ending not later than 6 months thereafter). In each case the service order shall be remewable, at the option of the Government, for 4 successive fiscal years on an annual basis (or such lesser period as the services are required) at the same rates and on the same terms as in effect under the initial service order. Remewal shall be evidenced by written notice to the contractor. The date of performance of, and citation of funds for, handling-out and post-storage services shall be included in a supplemental service order. For lots remaining in storage under this Agreement past the 4th successive fiscal year, the active contractor shall be obligated to negotiate rates not to exceed his present rates for an additional 4 successive fiscal years. For inactive BOA's the rate will be negotiated by the contracting officer on an annual basis.
- e. When it is known by the ordering officer, prior to the issuance of a service order, that a portion of the member's personal property will be withdrawn at Government expense for subsequent shipment, and the other portion will remain in storage, two separate service orders shall be issued and the transaction treated as two lots which shall require two inventories and two warehouse receipts. When this information is not known by the ordering officer and the member is, subsequent to storage, entitled to partial removal, a supplemental service order shall be issued for handling out of only that portion of the lot which must be handled to permit removal of the property for shipment, and handling-in for the portion which must be restored. Actual weight must be determined by weighing the articles released from storage and subtracting this weight from the original storage weight. The contractor shall provide the ordering office with an estimate of the total weight to be handled our prior to issuance of the service order for partial removal. The contractor shall furnish to the ordering officer a new or revised warehouse receipt and/or combination inventory werehouse receipt, original and one copy, listing only those items remaining in storage, conforming with the provisions of paragraph C-7.

H-4 CHARGES

- a. Charges under initial service orders and all supplemental orders shall be computed at the rates set forth in the Schedule of Services and Rates for Personal Property (Section B) in effect on the date services are ordered under the initial service order.
- b. Monthly storage charges shall be payable in accordance with the rates set forth in the Schedule of Services and Rates for Personal Property (Section B) and computations set forth below:
- (1) Storage charges are psychle for a calendar month, except one-half month's storage charge shall be paid on lots received for storage on or after the 16th day of a month and lots released from storage on or before the 15th day of a month.
- (2) In the event a pertial removal of a lot is made, or destruction or loss occurs, on or before the 15th day of a month, the contractor shall be paid one-half month's storage for the beginning weight and one-half month's storage for the remaining weight for that month. If the partial removal is made, or destruction or loss occurs, on or after the 16th day of the month, the

contractor shall be paid a full months storage for the weight recorded at the beginning of the month. Charges for the succeeding month(s) shall be computed on the weight remaining in storage. (Handling-out and handling-in charges, per Section H-4, shall be in addition to the storage charges.)

- c. Charges for items described in the Schedule of Services and Rates for Personal Property (Section B) shall be computed on the basis of the net weight of the lot including necessary cartons, packaging, packaging materials, crates for mirrors, pictures, table tops, etc., but excluding the weight of any blocking, bracing, dumnage, pallets, pallet boxes, and other containers.
- d. All items of service ordered shall be subject to and payable on the basis of a minimum weight of 500 pounds net.
- e. Where partial removal of a lot is less than 100 pounds, no adjustment will be made in the remaining storage weight.
- f. The Government shall not be liable for storage or service charges in connection with that portion of a lot which is in excess of weight limitations imposed by law or regulation or in connection with lots remaining in storage after the expiration of the period of entitlement of a member to storage at Government expense.
- g. The contractor shall provide such special handling and additional protection as the member may request. However, the charge therefore shall be a matter of independent agreement with the member, and the Government shall not be liable therefor.

H-5 COMPRESION

- a. The Government reserves the right to sward the contract for transportation of any lot of personal property stored with a contractor to any carrier the Government may select. The contractor shall promptly, and in accordance with the direction of the appropriate ordering officer, make lots available to the receiving carrier on a properly protected loading area of the contractor in a condition satisfactory to be received by such carrier. The contractor shall permit any such carrier to inventory and load property from its facility without any charge to the receiving carrier or the Government and will admowledge the receiving carrier's notation of damage or shortage by signing the receiving carrier's exception sheet or rider, noting the damages and/or shortages, or by allowing the receiving carrier's agent to note damages and/or shortages on the contractor's inventory form. The contractor is obligated to repack, at no cost to the Government, any carton refused by the carrier due to improper packing which has been verified by the ordering officer, or their representative.
- b. In the event the carrier does not pick up the lot on the specified date, between the hours of 0800 and 1700, the contractor shall notify the ordering officer and continue to store, protect and be responsible for the property. Appropriate compensation will be made for restoring the shipment, upon approval of the ordering officer. The ID Form 1164 will be amended and/or reissued to authorize the additional cost and document the carrier failure as the cause of the additional cost. Further, the PPSO will initiate set-off action against the carrier on the applicable Government bill of lading through the service finance center for the extra charges attributed to the carrier for

not picking up the storage lot as scheduled. In the event a storage contractor fails to prepare a lot (either partial or full) for pickup by the line haul carrier on the agreed date, the ordering officer will advise the contracting officer. The contracting officer will initiate set-off action against the contractor for the extra charges attributed to the contractor for not preparing the storage lot as ordered.

- c. When it is desired to remove all or part of a lot from the contractor's warehouse, the contractor may be unable to deliver some items to the carrier because of inability to locate them. In the event that these items are subsequently found in the warehouse by the contractor, the contractor shall be responsible for all shipping charges (in excess of what it would have cost the Government had the item(s) moved with the main lot) from the storage facility to the base, installation or home address where the military member is located. In the event the wrong lot or items are shipped/delivered, the contractor will be responsible for shipping costs of returning the erroneous lot or items and delivering the correct lot or items. Compensation to the contractor will not be over and above what it would have originally cost had the correct lot or items been delivered.
- d. When the contractor attempts pickup at residence on the date specified on the DD Form 1164, and the member/member's representative is not available at residence, the contractor, upon approval of the ordering officer, shall be paid the drayage rate (Item 3, Schedule of Services and Rates for Personal Property (Section B)) on a 500 pound shipment (minimum weight).
- e. When the contractor attempts delivery at residence on the date specified on the ID Form 1164, and the member is unable to accept the shipment at residence, and the contractor returns the shipment to his warehouse, the contractor, upon approval of the ordering officer, shall be paid the handling and delivery rate (Item 4 and Item 7, Schedule of Services and Rates for Personal Property (Section B)) on actual weight.
- f. When ordered on ID Form 1164, the contractor will prepare an inventory for high/extraordinary value items and such "special services" shall be psyable according to the races set forth in the Schedule of Services and Rates for Personal Property (Section B). The requested special services must be annotated on the DD Form 1164 by the ordering officer.

H-6 LIABILITY FOR CASE OF PROPERTY

and other services hereunder, the contractor shall be liable in an amount not exceeding \$50.00 per article or package listed on the warehouse receipt or inventory form for any loss or damage to personal property deposited with it caused by its failure to exercise such care in regard to them as a reasonably careful owner of similar property would exercise, but the contractor shall not be liable for any loss or damage to the personal property which is caused by acts or conditions beyond its control and without its fault or negligence. The contractor shall not be liable for loss or damage to any documents, evidence of debt, money, records, specie, jewelry, accounts, bills, currency, deads, notes, stamps, securities, common carrier or other tickets, passports or letters of credit not specifically listed on the warehouse receipt and shall be under no chligation to accept the same for storage; however, if such property is accepted and listed on a warehouse receipt, the contractor shall be liable for such property in the same menner as it is liable for personal property.

- b. The contractor shall inform the member of the member's right to declare, in writing, a value of any article or package of personal property in excess of \$50.00.
- c. The contractor shall make prompt settlement directly to the member or the Government on any claim for loss or damage to personal property for which there is liability under the provisions of this Agreement. Contractors receiving a written claim for loss or damage to property stored by it shall acknowledge receipt of such claim, in writing, to the claimant (either the member or the Government) within 10 working days after its receipt by the contractor. The contractor shall, at the time such claim is received, cause the date of receipt to be recorded on the claim. Every contractor which receives a claim for loss or damage to personal property stored by it shall pay, decline or make a firm compromise settlement offer, in writing, to the claimant within 120 days after receipt of the claim by the contractor. However, if the claim cannot be processed and disposed of within 120 days after receipt thereof, the contractor shall at that time and at the expiration of each succeeding 30 day period while the claim remains pending, advise the claiment. in writing, of the status of the claim and the reasons for the delay in making final disposition thereof.
- d. In the event the contractor stores personal property in a facility which has not been approved by the contracting officer, the contractor shall be absolutely liable for all loss or damage to the property, without regard to cause. The contractor will be responsible for all costs associated with the movement of the storage lots to an approved warehouse.

H-7 ANNIAL DOCTMENTATION RECTIREMENT

The contractor shall furnish all required documentation listed in Attachment #6 prior to the date indicated.

H-8 POSSESSION OF THIS AGREGATION

The contractor shall possess a copy of this Agreement, including modifications, which will be readily available for Department of Defense inspectors. The contractor is responsible for ensuring that his employees are familiar with the provisions (with modifications) of this Agreement.

H-9 SUBCONTRACTING

The Contractor shall not subcontract with other persons or firms for the performance of any service ordered under this Agreement unless prior written approval has been received from the Contracting Officer.

H-10 REPORTING PROCESSES FOR LOSS AND DAVIGE

a. Upon delivery of the personal property, it is the responsibility of the contractor to provide the member with 3 copies of DD Forms 1840 and 1840R, Joint Statement of Loss or Damage at Delivery, (Attachments 7 and 8) and to obtain a receipt therefor in the space provided on DD Form 1840. A copy of the completed DD Form 1840 shall also be provided by the contractor to the ordering officer within 30 days of the date of delivery of personal property to the member. Jointly with the member, loss of or damage to the personal property shall be noted at the time of delivery on DD Form 1840. For later discovered

loss or damage, including that involving packed items for which unpacking has been waived in writing, written documentation on DD Form 1840R advising the contractor of later discovered loss or damage, dispatched not later than 75 days following delivery, shall be accepted by the contractor as overcoming the presumption of the correctness of the delivery receipt.

- b. The contractor's failure to provide ND Form 1840 and 1840R and to have proof thereof will eliminate any requirement for notification to the contractor. Written notice using ND Forms 1840 and 1840R is not required by the contractor in case of major incidents described by paragraph C-7(d), which requires the contractor to notify the contracting officer and appropriate ordering officers of the details of fires, vandalism, and similar incidents which produce significant loss, damage or delay.
- c. Loss of or damage to personal property discovered more than 75 days after the date of delivery will be presumed not to have occurred while the property was in possession of the contractor unless good cause for the delay is shown, such as the officially recognized absence or hospitalization of the service member during all or a portion of the period of 75 days from the date of delivery.
 - d. The contractor will be deemed to have waived the right to inspect if:
- (1) Exceptions were taken at time of delivery and the contractor fails to inspect within 75 days from the date of delivery; or if:
- (2) Written documentation of loss or damage has been dispatched within 75 days from the date of delivery and the contractor fails to inspect within 45 days from the date of such dispatch or 75 days from the date of delivery, whichever is later.
- e. No claim shall be denied due solely to contractor's lack of opportunity to inspect prior to repair when the nature of the damaged item, such as a refrigerator, wester, dryer, or television, required immediate repair.
- f. The 120 day period within which contractors must settle a claim for loss or damage does not commence until receipt of a formal claim.
- g. It is agreed that the claim will be limited to the items indicated on the ID Forms 1840 and 1840R, except as indicated above. The claim for loss and/or damage shall not be limited to the general description of loss or damage to those items noted on ID Forms 1840 and 1840R.

E-n

All service orders issued and accepted against this Agreement shall be reported into the Federal Procurement Data System. The ordering officer shall provide the necessary information to the local contracting office responsible for the ordering officer's appointment. Reporting requirements shall be in accordance with DFARS 204.672 Monthly Contracting Summary of Actions \$25,000 or Less (DD Form 1057).

H-12 SIC CODE AND SMALL BUSINESS SIZE STANDARD (FAR 52, 219-22)

- a. The standard industrial classification (SIC] Cede f or this acquisition is 4214.
 - (1) The small business size standard is \$12.5 million dollars.
- (2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

H-13 NOTICE - FACSIMILE DOCUMENTS

Policy on acceptability of documents transmitted by a facsimile machine in relation to this Agreement. No facsimile of the following documents will be accepted. Original signatures of authorized representatives of your company or original signature certifications are required.

- a. Rate change requests (Ref: Section H-la).
- b. Insurance certificates (Ref: Section C-7h(4)).
- c. Financial statements (Ref: Annual Review Requirements, Attachment 6).
- d. Signature pages (Ref: Section A, Pages 1 and 2).

Facsimiles will be accepted for Freedom of Information Act (FOIA) requests, but will not be answered by facsimile. Other documents under the Agreement will be accepted by the contracting officer on a case by case basis.

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Part II - SECTION I - CONTRACT CLAUSES

- I-1 WACE RATE DENSE UNATION (Subparagraphs are applicable if block has an "x")
 - () a. Wage rate determination applicable co this Agreement.
- () b. Service Contract Act (SCA) Minimum Wages and Fringe Benefits S2 .222 -47 (MAY 1989)

I-2 52.243-1 CHANGES - FIXED-PRICE, ALTERNATE I (APR 1984)

- a. The contracting officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:
 - (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (3) Place of performance of the services.
- b. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the contracting officer shall make an equitable adjustment in the Agreement price, the delivery schedule, or both, and shall modify the Agreement.
- c. The contractor must assert its right to an adjustment under this Agreement within 30 days from the date of receipt of the written order. However, if the contracting officer decides that the facts justify it, the contracting officer may receive and act upon a proposal submitted before final payment of the Agreement.
- d. If the contractor's proposal includes the cost of property made obsolete or excess by the change, the contracting officer shall have the right to prescribe the manner of the disposition of the property.

e. Failure to agree to any adjustment shall be a dispute under the . Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I-3 52.215-33 ORDER OF PRECEDENCE (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. The Schedule (excluding the specifications).
- b. Representations and other instructions.
- c. Contract clauses.
- d. Other documents, exhibits, and attachments.
- e. The specifications.

I-4 52.252-2 CLAUSES INTORPODATED BY REPERSECT (JUN 1988)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

- I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES
- II. DOD FAR SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES

FEDERAL ACCUISITION REGULATION CLAUSES

	MARIER	TITIE	DAT	E
1-5	52.202-1	Definitions	(APR	1984)
I-6	52.203-1	Officials Not to Benefit	(APR	1984)
I-7	52.203-3	Gratuities	(APR	1984)
1-8	52.203-5	Covenant Against Contingent Peas	(APR	1984)
1-9	S2.203-7	Anni-Kiddade Procedures	(OCT	1988)
I-lo	52.235-1	Examination of Records by Comptroller General	(APR	1984)

	MARER		DATE
1-11	52.219-4	Notice of Small Business-Sma Purchase Set Aside	ll (AUG 1988)
I-12	52.219-Q	Utilization of Small Business Concerns and Small Disadvantage Business Concerns	
I-13	52. 219-13	Utilization of Women-Owned Small Businesses	(APR 1984)
1-14	52.220-3	Utilization of Labor Surplus Area Concerns	(AUG 1986)
I-15	52-222-3	Convict Labor	(APR 1984)
I-16	52.2224	Contract Work Hours and Safety Standards Act - Overtime Compensation	(MAR 1986)
I-17	52.222-U	Contract Termination-Debarment	(FEE 1986)
I-18	52.222-14	Disputes Concerning Labor Standards	(FEB 1968)
I-19	52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	(AIR 1.984)
1-20	S2.222-36	Affirmative Action for Handicapped Workers	(APR 1984)
I-21	52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Bra	(JAN 1988)
I-22	52.222-40	Service Contract Act of 1965, as amended - Contracts of \$2,500 or less	(MAY 1989)
1-23 "	52.222-43	Service Contract Act of 1965	(MAY 1989)
I-24	52.222-42	Statement of Equivalent Rates of Federal Hires	(MAY 1989)
1-2s	52.222-2	Clean Air and Water	(APR 1984)
I-26	52.222-6	Drug-Free Worldplace	(JUL 1990)
I-27	52.224-1	Privacy Act Notification	(APR 1984)
1-20	S2.224-2	Privacy Act	(APR 1984)

	MEER		CATE
."-29	52.229-3	Federal, State, and Local Taxes	(APR 1984)
1-30	32.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(AFR 1984)
1-31	52.232-1	Payments	(APR 1984)
I-32	52.232-8	Discounts for Prompt Payment	(JUL 1985)
I-33	S2.232-17	Interest	(JAN 1991)
I-34	52.232-23	Assignment of Claims	(JAN 1986)
1-35	52.232-25	Prompt Payment	(APR 2989)
1-36	S2.233-1	Disputes	(APR 1984)
I-37	S2.233-3	Procest After Award	(ADG 1989)
I-38	52.237-2	Protecting of Government Buildings, Equipment and Vegetation	(APR 1984)
r-39	52.246-4	Inspection of Services Fixed Price	(Am 1984)
1-40	52.247-32	Supervision, Labor or Material Charges	(Am 1984)
1-41	52.247-17	Charges	(Am 1984)
I-42	S2.247-28	Contractor's Invoices	(APR 1984)
I -43	52.249-4	Termination for Convenience of the Government (Short Form)	(APR 1984)
1-44	52. 249-s	Default - Alternative I	(APR 1984)
1-4S	2S2.232-7000	Invoices	(OCT 1982)
I-46	2s2.22s-7001	Buy American Act and Balance of Payments Program	(JAN 1991)
I-47	252.247-7208	Facilities	(DEC 1982)

PART III - SECTION J - LIST OF DOCUMENTS, EXHIBITS & CHEER ATTACHMENTS . Certificate of Independent Price Determination 2 Pages (APR 1985) FAR VOL II para: 52.203-2, Attachment #1 2. Service Order for Personal Property 1 Page (DD Form 1164), Attachment #2 3. Certificate of Insurance (format), Attachment #3 1 Page 4. Household Goods Descriptive Inventory, Attachment #4 1 Page S. Locator Sheet (format), Attachment #5 1 Page 6. Armal Review Requirements, Attachment #6 1 Page 1 Page 7. Joint Statement of Loss or Damage at Delivery (DD Form 1840), Attachment #7 1 Page 8. Notice of Loss or Damage (m Form 1840R), Attachment #8 9. Private Vehicle Shipping Document for Motorcycle 2 Pages (DD Form 788-2), Attachment #9

PART IV - SECTION K - REFRESENTATIONS, CERTIFICATIONS, & OTHER STATEMENTS, OF CEFFEROR

K-1 52.203-2 CREVIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- a. The offeror certifies c.hac-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b. Each signature on the offer is considered to be a certification by the signature that the signatury-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
- (2) (i) Has been authorized, in writing to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above,

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above: and
- (iii) As an agent, shall not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- c. If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-2 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

a. Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the Offeror-

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.)

- (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and
- (2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this CONTRACT any commission, percentage, brokerage, or other fee contingent Upon or resulting from the award of this contract.
- b. Agreement. The offeror agrees to provide information relating to the above representation as requested by the contracting officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the contracting officer--
- (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

K-3 52.204-3 TAXPAYER IDENTIFICATION (SEP 1989)

a. Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

b. The offeror is required to submit the information required in programs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

c. Taxpayer Identification Number (TIN).
[] TIN:
[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
[] Offeror is an agency or instrumentality $0f$ a Federal, state, or local government;
[1 Other. State basis
d. Corporate Status.
[] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services.
[] Other corporate entity;
[] Not a comporate entity;
[] Sole proprietorship
[] Partnership
[] Hospital or extended care facility described in 26 CFR 501(c)(3 that is exempt from taxation under 26 CFR 501(a)
e. Common Parent.
[] offeror is not owned or controlled by a common perent as defined in paragraph (a) of this clause.
[] Name and TIN of common parent:
Name

K-4 52.209-5 CERTIFICATION RECARDING DEPARMENT, SUSPENSION, PROPOSED DEPARMENT, AND OTHER RESPONSIBILITY MATURES (MAY 1 989)

- a. (1) The Offeror certifies, to the best of its knowledge and belief, that--
 - (i) The Offeror and/or any of its Principals--
- (a) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared inaligible for the award of contracts by any Federal agency;
- (b) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offens; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- (c) Are [] are not presently indicted for, or otherwise criminally or civilly charged by a government entity With, commission of any of the of fenses enumerated in subdivision (a) (1) (i) (B) of this provision.
- (ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- b. The Offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the Offeror nonresponsible.

- d. Nothing contained in the foregoing shall be construed to require: establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the contracting officer may terminate the contract resulting from this solicitation for default.

R-5 52.215-6 TYPE OF BUSINESS CHEANIZATION (JUL. 1987)

The offeror or quoter, by checking the applicable box, represents	that	it
operates as a corporation incorporated under the laws of the State of.	• •	
organization, or [] joint venture.		

K-6

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x-7 52.219-1 SQLL HISTORYS (THE THE PROPERTY PROPERTY 1986)

The offeror represents and certifies as part of its offer that it is [] is not a small business concern and that [] all, [] not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

52 SMALL DISADVANDAGED BUSINESS CONCERN REPRESENDATION (APR 1984)

a. Representation. The offeror represents that [] it is, [] is not a small disadvantaged business concern.

b. Definitions.

"Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans", as used in this provision, means American Indians, Eskimos, Aleuts, and native Hammiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

c. Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SEA under 13 CFR 124.1.

K-9 52.219-3 HOMEN-CHOOD SHALL RISTHESS PROPERSONNELL (APR 1984)

a. Representation. The offeror represents that [] it is, [] is not a women-owned small business concern.

b. Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-comed", as used in this provision, means a small business that is at least 51 percent comed by a women or women who are U.S. citizens and who also control and operate the business.

K-10 52,222-21 ORCUPICATION OF NONSHERHEATED FACILITIES (APR 1984)

- a. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- b. By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its common where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- c. The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGUEGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K-11 52,222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

a. It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

- c. It () has not, filed all required compliance reports; and
- c. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-12 52 222-25 APPERMITTYS ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K-13 52,222-26 HURL (PROBUNITY (APR 1984)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexampt Federal contracts and/or subcontracts that have in aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b) (1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performance of this contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Congrector shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

- amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
- (8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraph (b) (1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be hinding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clauses in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

K-14 52-223-1 CLEAN AIR AND WITHER CHESTIFICATION (APR 1984)

The Offeror certifies that --

- a. Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency List of Violating Facilities;
- b. The Offeror will immediately notify the contracting officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

c. The Offeror will include a certification substantially the same as this certification, uncluding this paragraph (c), in every nonexempt subcontract.

K-15 52, 223-5 CREMITICATION REGARDING A DRUG-FREE WORKPLACE (JUL. 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act $(21\ U.\ S.\ C.812)$ and as further defined in regulation at 21 CFR 1308.11 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, that, it will--no later than 30 calendar days after contract ment (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--
- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition:
- (2) Establish an ongoing drug-free averance program to inform such employees _ " _
 - (i) The dangers of drug abuse in the workplace;

- (ii) The contractor's policy of maintaining a drug-free workplace:
- (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this provision;
- (4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Ahide by the terms of the statement; and

- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction:
- (5) Notify the contracting officer, in writing, within 10 calendar days after receiving notice under subdivision (b) (4) (ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- (6) Within 30 calendar days after receiving notice under subdivision (b) (4) (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnal action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal. State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b) (1) through (b) (6) of this provision.
- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful menufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

- (d) Failure to the offeror to provide the certification required by: paragraphs (b) or (c) of this provision, renders the offeror unqualified and uneligible for award. (see FAR 9.104-1(g) and 19.602-1(a)(2)(i).)
- (e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K-16 52,232-11 KTTRAS (AFR 19841

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) FAR VOL II para 52.203-2

	submitted herewith Personal Property,		
have been	arrived at by		rber
	nely and without col	(Name of	Company)

a. The offeror certifies that

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit an offer for the purpose of restricting competition.
- b. Each signature on the offer is considered to be a certification by the signature that the signatory -
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
- (2) (i) Has been authorized, in writing,, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above.

insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this hid or proposal, and the title of his or her position in the offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) above have not participated and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
- (iii) As an agent, has not personally perticipated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

ATTACHMENT 1

c. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CESTIFICATE OF INDEPENDENT PRICE DETENDENTION (APR 1985) (CCCC'd)

(Name of Company)												
Date: By	(Title)											
	(Signature of person who formulated the rates)											
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ANNUAL REVIEW REQUIREMENTS

AS STATED IN SECTION H, PARAGRAPH H-7, THIS BASIC OFDERING AGREEMENT (BOA) SHALL BE REVIEWED, AS A MINIMUM. ANNUALLY. IN OFDER TO ACCOMPLISH THIS REVIEW, THE CONTRACTOR SHALL FURNISH THE FOLLOWING INFORMATION AND DOCUMENTS TO THE CONTRACTING OFFICER EACH NO LATER THAN _______:

- A. A COPY OF THE LATEST COMPLETE FISCAL YEAR (12 MONTH) FINANCIAL STATEMENT (BALANCE SHEET AND PROFIT AND LOSS STATEMENT), CERTIFIED BY EITHER AN INDEPENDENT FUELIC ACCOUNTANT OR AN OFFICIAL OF THE FIRM, THAT IT TRULY AND FULLY SETS FORTH THE FINANCIAL CONDITION OF THE FIRM. THE STATEMENT MUST BE IN A FORMAT CONSISTENT WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. "CASH BASIS" STATEMENTS ARE UNACCEPTABLE.
- B. A CERTIFICATE OF INSURANCE IN EFFECT (REFERENCE SECTION C, PARAGRAPH C-7H AND ATTACHMENT 3). IF THE PRESENT CERTIFICATE ON FILE WITH THE REGIONAL STORAGE MANAGEMENT OFFICE (RSMO) IS ACCURATE, A NEW CERTIFICATE IS NOT RECUIRED.
- C. A STATEMENT AS TO WHETHER OR NOT THERE HAVE BEEN ORGANIZATIONAL CHANGES WITHIN THE FIRM (E.G., CHANGE OF NAME, OWNERSHIP, OFFICERS, CORPORATE STRUCTURE, ETC.) DURING THE PREVIOUS YEAR AND, IF SO, WHAT THE CHANGES WERE. AN AUTHENTICATED COPY OF THE MINUTES OF EACH CORPORATE MEETING DURING WHICH THE CHANGE(S) WAS/WERE EFFECTED OR APPROVED SHALL BE FURNISHED WITH SUCH NOTIFICATION, WHEN APPLICABLE (REFERENCE SECTION C. PARAGRAPH C-7F).
- D. A COPY OF A LEASE IN EFFECT AND/OR EVIDENCE OF OWNERSHIP (E.G., TAX RECEIPT) FOR EACH STORAGE LOCATION APPROVED UNDER THE BOA. IF PRESENT LEASE/EVIDENCE ON FILE WITH THE REMO IS CURRENT, A NEW LEASE/EVIDENCE IS NOT REQUIRED.
- E. THE NUMBER OF SERVICE EMPLOYEES (EXCLUDING CLERICAL AND SALES PERSONNEL) ROUTINELY EMPLOYED FOR WORK UNDER THIS BOA.
- F. ONE SIGNED COPY OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT(S) OR A STATEMENT TO THE REFECT THAT NONE EXIST(S).

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	Pr	TVOCY AC	T Statement				
AUTHORITY: The requested information is solicited pursuant to one or more of the following: S U.S.C. 301,31 U S.C. 3721 © IWO., 31US.C3711 © we end EO 9397. November 19436SW.							
PRINCIPLE PURPOSE(S):	The information reque	ested is to	be used in evalua	ting claims.			
ROUTINE USE(S):	The information reque destruction of persona				r loss. damage or ies .		
DISCLOSURE: Voluntary: however, failure to supply the requested information or to © awute the form may delay or otherwise hinder the payment of your claim.							
GENERAL INSTRUCTIONS: The signature of the member sign a blank or partially 1840R will be provided shipment. If no loss or da	r or member's agent. The completed DD form 184 the member or member member or member mage is involved, write	he memb 10. Three r's agen "NONE"	er or member's age completed copie it by the carner's in description colu	gent will not, und s of DD form 1840 Vcontractor's rep mn.	er any circumstances. and blank DD forms		
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S. ORIGIN OF SHIPMENT (City and State/Country)							
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10. CODE OF SERVICE 11. SC	AC 12. CARRIEN/CONTI	REF. NO.					
SECTION B - RECORE	OF LOSS OR DAMAGE (To	e complet	ad jointly by member a	nd carner scentractor :	(Peresentative)		
13. Notice is hereby give received in condition as subject to further inspect reverse side hereof. THE	shown below and the open and notification to VALUE INDICATED IN E	daim, if the claim LOCK 14	any, will be made	for such loss or o days by DD Form FOR QUALITY CD	samage as indicated		
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14. ACKNOWLEDGMENT BY M applicable and sign below)	IMBER OR AGENT (X and co	mpiete as	15. ACKNOWLEDGE SENTATIVE OF	MENT BY CAMMERS/CO	MTRACTOR'S REPRE- ible and sign below)		
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DD Form 1840, JAN 88

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d I have received three copies of this form. I understand that I have 70 days to list any further loss and/or damages on the book of this form and give this to the nearest claims office, and that follows to do to

may result in my being paid a smaller amount on a dalm.

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d Storage in transit?

ATTACHMENT 7 H-61

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INSTRUCTIONS TO MEMBER: You have up to 70 days to inspect your property and note all loss organiage, Should you find ony loss or gamage not reported on DD form 1840 ot the time of delivery, complete Section A below, use only ball-point pen or typewriter. THE COMPLETED FORM MUST BEDELIVERED TO YOUR LOCAL CLAIMS OFFICE NOT LATER THAN 70 DAYS FROM DATE OF DELIVERY. FAILURE TO DO SO MAY RESULT IN A REDUCTION OF THE AMOUNT PAYABLE ON YOUR CLAIM. Keep . COPY of this form for your records, receipted and dated by the claims of ice. If me-wan one page is needed, please number the pages.

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You an	e further notified that p	roperty owner intends to oportunity to inspect the	o present a claim for this loss property.	and/or damage.
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missions standar	15.	January ,. 1978 and				·			

THE PRIVACY ACT OF 1974. Authority: Title 37. USC.
Section 5725, 5727 and Title 10, USC 2634. Principal Purposeis)
Used as a snipping accument for inspection and documentation to
detect damage and pitferage auring snipment of privately owned
venicles of military members, dependents, and Department of
Defense employees. Routine Uses: 1) For refecting condition of
venicles octors and after snipment. 2) Accumulating damage information for use in determining validity of claims for damages filed by
member and any third party responsibility. (3) As required by claims
services for recoupment and compilation of accurate statistical data.
14) Where applicable, used as source document for completion of
DD Form 1334. Transportation Control and Movement Document.
15) Serves as a receipt to the service member from the time the
vehicle is turned in for shipment until it is surrendered to the owner.
16) Serves as a jointly certified record of the condition of the venicle

at the time it is turned in for shipment and the time it is returne. to the owner. When properly executed, it also reflects the condinon of the vehicle at intermediate points where custody and/or responsibility change during shipment. (7) Provides basis for fixing responsibility and liability for loss or damage incurred in snipment. 8) Serves as acknowledgment of understanding and acceptance by service member of terms under which the vehicle will be transports 19) Grants authority to place vehicle in storage under specified term and conditions. (10) Information on this form is released to carners. Valuntary - The personal data (SSN) is disclosed automatically when the individual relinquishes a copy of the orders authorizing the inipment (these orders contain the individual's SSN) If the SSN was not available, verification of the individual's claim for reimburrement (if applicable), would take a considerably longer time to process, and errors of mistaken identity would be likely to increase since proper names are rarely unique.

CONDITIONS GOVERNING SHIPMENT

I UNDERSTAND AND ACCEPT THE TERMS UNDER WHICH THIS VEHICLE WILL BE TRANSPORTED OVERSEAS. AS SET FORTH IN EXISTING REGULATION, I. E.:

- 1. That only one (1) privately-owned vehicle is being transported overseas under permanent change of scatton orders for the owner and/or his family as personal property, and that it is free of any legal encumerance that would preclude its shipment and is not intended for resale. Owner must also retain a second (extre) set of keys,
- 2. That this venicle contains no perional property in excess of that authorized in regulations of the Service concernes, I further understand that personal property snipped will only include those items that can fit in the concerner normally provided for vehicular tools and accessomes.
- 3. That no land transportation is authorized at Government expense except as specified in Section 12 of the Missing Persons Act, as amended and 10 USC Section 2534(a).

if determined to be recessary by the shipping port) relieves the Government of any liability for damage due to freezing.

THIS CERTIFICATE constitutes authority for the placing in available storage choice by the port, at the comblete expense of the owner and at no cost whetsoever to the Government, the venicle herein property of above named owner. (1) by the port of embarkation in the event that shipment of privately-owned venicles therefrom is suspended or terminated because of a national emergency, and (2) by the port of debarkation in the event that the automobile is not picked up by the owner or his spent within forty-five (45) days after dispatch of the notification of its arrival.

I further understand that should the vehicle be placed in such storage, the Government, thenceforth, would not be responsible

amended and 10 USC Section 2634(a).		te the owner of spent.
4. That failure of the owner to provide sufficient permane antifreeze to protect the cooling system to minus 20 F (or	nt lype	
(13)	DELIVERY RECEIPT	
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BY OWNER	VERIF	TICATION OR DISAGREEMENT WITH REASONS
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TERMINAL SERVICE - PICK-UP	SATISFACTORY	UNSATISPACTORY
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(14) MISCELLANEOUS INFORMATION		
(14) WISCELLAREOUS INFORMATION		•
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(15)		
SIGNATURE OF OWNER OF ABENT		DATE - YYMMED
SIGNATURE OF VERIFYING U. S. GOVERNMENT REPRE	SENTATIVE NAME OF PORT	
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^{3.} **POC** 1S **MS.** JANET HARNET, **MTOP-OS, DSN** 289-16091, OR **COMM** 703-756-160X.

JANET HARNETT, TMA MTOP-OS, 61601

D.T. SMITH, CDL, GS, MTOP-0 61130

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JANET HARNETT, TMA MTOP-OS, 61601

D.T. SMITH, COL, GS, MTOP-0 61130

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		PROPERT	TY", AND MEMB	ers · orders
94-09	95-07	DD FORM 1	701, INVENTOR	Y OF HOUSEHOLD GOODS

JANET HARNETT, THA MTOP-OS, 61601

D.T. SMITH, CDL, GS, MTOP-0 61130

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USNATIOSUPPUNIT LISBON PO//RXFIC//

CDR RMC SUB CMT -- GE//TRANS OFF//

AXG 7S95

ESDOC FLD OFF M ALICE SPRINGS NT As//To//

AIG 7596

722SPTS CFB NORTH BAY ONTARIO CAN//UT//

ACCI DA-BDCTBA

UNCLAS

SUBJ: TRAFFIC MANAGEMENT ADVISORY MESSAGE SER-95-01-REVIEW OF TMA'S

1. THE FOILOWING 1994 TMA'S HAVE BEEN CANCELLED:

SUBJ/COMMENT TMA NO

CONTINUATION OF TEST ON NOT ACRNOWLEDGING THE DEMAND ON 94-01

CARRIER

CUSTOMS RESPONSIBILITIES FOR INTERNATIONAL THROUGH 94-03

GOVERNMENT BILL 0? LADING (ITGBL) INTERTHEATER

SHIPMENTS

JANET HARNETT, TMA MTOP-OS , 61601

D.T. SMITH, COL, GS, MTOP-0 61130

UNCLASSIFIED

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